

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

Frank Morales, also referred to as the undersigned, for the sole consideration of the sum of **Six Thousand Five Hundred and no/100's** the receipt and sufficiency of which is hereby acknowledged, has released and forever discharged and by these presents does release and forever discharge **The insured – State of New Mexico, New Mexico General Services Department, New Mexico Department of Public Safety**, their successors, assigns, agents, insurers, and personal representatives (hereinafter the released parties), of and from any and all claims, demands, rights, and causes of action of whatsoever kind or nature arising from or by reason of any and all known or unknown, foreseen or unforeseen, damages and all other claims whatsoever, resulting or to result to the undersigned arising out of that certain incident of **December 31, 2013 on NM State Rd 118 at Milepost 27 in McKinley County, NM** which resulted in damages, in which the undersigned has claimed that defendant is legally liable, but in which cause such liability has been and is expressly denied.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the acceptance of the said amount in full accord and satisfaction of, and in compromise of, disputed claims, and that the payment thereof is not an admission of liability, but made for the purpose of terminating the dispute between the parties.

IT IS FURTHER AGREED that this General Release bars all claims that the undersigned might be entitled to make in any forum, including any governmental or private agency, with regard to this matter.

IT IS FURTHER AGREED that the undersigned will indemnify and hold harmless the parties hereinabove released against any loss, including counsel fees, from any and every claim or demand of every kind and character, including, but not limited to, claims for contribution, indemnification, subrogation, medical and hospital liens, which may be asserted by the undersigned or any other person, association, partnership or corporation, claiming by, through or on the behalf of the undersigned by reason of said incident, injuries and/or damages or losses the effects or consequences thereof.

IT IS FURTHER AGREED that the undersigned hereby acknowledges his/her responsibility to pay or negotiate the reduction of all bills, including but not limited to, medical related bills and expenses incurred as a result of the occurrence. The undersigned further states that no liens or subrogation interests have been asserted by Medicaid, Medicare, any health care provider or insurer, or if so, the undersigned agrees to indemnify, to the amount of the settlement, the released parties for any health care provider or insurer that seeks payment for medical services provided for any injuries allegedly related to the occurrence. The payment to the undersigned under the terms of this agreement includes all medical costs, and no additional sums shall be paid for any medical services provided to the undersigned. The released parties have not been put on notice of any medical liens that have been filed or subrogation claims that have been made as a result of treatment provided for injuries related to the occurrence, but if in fact there are any hospital liens or subrogation claims, the undersigned agrees to defend and indemnify the released parties up to the amount of the settlement for any and all such claims.



IT IS FURTHER AGREED that this Release shall not destroy or otherwise affect the rights of persons on whose behalf this payment is made, to pursue any legal remedies they may have against any person, those rights being expressly reserved.

THE UNDERSIGNED hereby declares that the terms of the settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and/or damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid incident(s) or any other transactions whatsoever with the defendant for this incident.

Furthermore, the undersigned agrees to defend and indemnify the released parties against any and all claims that may be brought against the released parties by any family members of the undersigned as a result of the occurrence to the undersigned.

THE UNDERSIGNED hereby accepts draft as final payment of the considerations set forth above. By acceptance of the settlement funds referenced herein, the undersigned expressly agrees to be responsible for and ensure that any and all claims to the aforesaid funds whether by way of lien, for subrogation, or reimbursement will be satisfied and discharged fully and completely.

Frank Morales
Name

STATE OF NEW MEXICO)

) ss.

COUNTY OF ~~BERNALILLO~~) Hickmanley BB

SUBSCRIBED AND SWORN TO before me this 13 day of Nov
2014, by Frank M. Morales

Barry Butler
Notary Public
My Commission expires: 4/2/15



OFFICIAL SEAL
BARRY BUTLER
NOTARY PUBLIC STATE OF NEW MEXICO
My Commission Expires: April 2, 2015